

1
2 UNITED STATES BANKRUPTCY COURT
3 SOUTHERN DISTRICT OF NEW YORK

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6 In the Matter of:

7 RUDOLPH W. GIULIANI, Main Case No.
8 Debtor. 23-12055-shl

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11
12 United States Bankruptcy Court
13 One Bowling Green
14 New York, New York

15
16 July 17, 2024
17 11:38 AM

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21 B E F O R E:
22 HON. SEAN H. LANE
23 U.S. BANKRUPTCY JUDGE

24
25 ECRO: ART

Doc. #296 Notice Of Status Conference

Status Conference Re: Doc. #290 Notice Of Presentment Of Order
Of Dismissal

Status Conference Re: Doc. #294 Notice Of Presentment Of
Counter Order Of Dismissal

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P R O C E E D I N G S

THE COURT: Good morning. This is Judge Sean Lane in the United States Bankruptcy Court for the Southern District of New York. And we're here for the case of Rudolph W. Giuliani, a Chapter 11 case, 23-12055, and more particularly, to talk about the proposed dismissal order on the heels of the Court's decision issued on Friday that the case should be dismissed. There are no shortage of variety of orders that have been provided to the Court, and we'll talk about that all this morning.

So let's start with appearances. First, on behalf of the debtor.

MR. BERGER: Yeah. Yeah. Good morning, Your Honor. Heath Berger of Berger, Fischhoff, Shumer, Wexler & Goodman, attorneys for the debtor. And my partner Gary Fischhoff is also on the line.

THE COURT: All right. Good morning.

MR. FISCHOFF: Good morning, Your Honor.

THE COURT: And on behalf of the official committee.

MR. DUBLIN: Morning, Your Honor. Phil Dublin and Amelia Danovich, Akin Gump Strauss Hauer & Feld, for the committee.

THE COURT: Good morning.

On behalf of the Freeman plaintiffs.

MS. STRICKLAND: Good morning, Your Honor. Rachel

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1 Strickland and James Burbage on behalf of the Freeman
2 plaintiffs. Willkie Farr & Gallagher.

3 THE COURT: Good morning.

4 On behalf of the United States Trustee's office.

5 MS. SCHWARTZ: Good morning, Your Honor. Andrea
6 Schwartz for the United States Trustee. I'm joined by my
7 colleague Daniel Rudewicz.

8 THE COURT: Good morning.

9 And I do also believe I see Mr. Glucksman, so let me
10 get his appearance as well.

11 MR. GLUCKSMAN: Yes, observing. Counsel for creditor
12 Davidoff Hutcher Citron.

13 THE COURT: All right. Good morning.

14 All right. Anyone else who needs to make an
15 appearance?

16 All right. So before we start, there's a couple of
17 stray housekeeping issues that I wanted to address.

18 I think there is a motion of Global Data Risk LLC for
19 leave to redact and file under seal certain confidential
20 information relating to its fee applications, which clearly are
21 contemplated by the discussions we're having. They filed a
22 certificate of no objection. And since I'm getting all of you
23 nice people together here today, I thought I would just throw
24 it out there to make sure that no one has any views about that
25 request to seal that particular information. And obviously,

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1 the sealed information will be available to any party-in-
2 interest who believes it's necessary for them to form an
3 appropriate view on the fee application, or at least to the
4 professionals.

5 So anybody wish to be heard on this request?

6 MS. SCHWARTZ: Your Honor, Andrea Schwartz for the
7 United States Trustee. The proposed order that was sent into
8 the Court was modified after discussions that we had with
9 counsel for the committee. The redacted information is
10 strictly limited to the names of five employees of GDR, and we
11 have no objection to that.

12 THE COURT: All right. So I will take it that there
13 will be a revised order submitted on that, and I will look for
14 that in my inbox. And just do me a favor. When you submit it,
15 just make it clear in the email that this is the revised order
16 that's been agreed to by the parties, so I can take care of
17 that matter and get that all squared away. Let me just, in an
18 abundance of caution --

19 MS. DANOVITCH: Your Honor.

20 THE COURT: Yeah, I was --

21 MS. DANOVITCH: If I may, Amelia Danovich, Akin Gump
22 Strauss Hauer & Feld, on behalf of the committee. We did file
23 a revised proposed order with the certificate of no objection,
24 which should be at docket number 298.

25 THE COURT: All right. You're way ahead of me. Thank

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1 you very much. I appreciate it. I'll get that entered today
2 right after we're done here.

3 So in keeping with the practical matters that need to
4 be addressed other than the disputed issue today, we had
5 originally scheduled the hearing tomorrow as to the adversary
6 proceeding in the summary judgment motion. I would think, in
7 light of all the events, it's pretty clear that that's
8 canceled. But again, since I have the benefit of you all being
9 here today, I wanted to confirm that's everybody's
10 understanding.

11 And I would think that consistent with the dismissal
12 that that adversary proceeding is no longer something that's
13 going to move forward and would be dismissed. That's the
14 general rule. It's not without exception, but the exceptions
15 wouldn't seem to apply here. But since I have the benefit of
16 you all being here, I just wanted to make sure we were all on
17 the same page.

18 So Ms. Strickland, any thoughts from you?

19 MS. STRICKLAND: I agree, Your Honor.

20 THE COURT: All right. Thank you very much.

21 And so with that, I can't think of any other
22 preliminary matters before we turn to the question of the
23 dismissal order and the related question of fees. But if
24 anybody does have such a preliminary matter, let me know now.

25 All right. So I thought it only fair to give you a

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1 sense of where I am on this particular question. And obviously
2 I'm happy to hear from anybody. But I did a little independent
3 research, as judges are want to do, so that I make sure I have
4 my ducks in a row and well informed.

5 So to just start with the pretty clear notion that
6 bankruptcy courts retain jurisdiction to deal with ancillary
7 matters after dismissal, such as an application for an award of
8 attorney's fees or other applications. So it's pretty clear I
9 have jurisdiction in this case to address the fee application
10 of the committee's professionals. I think everybody was
11 operating under that assumption. But again, it's always good
12 to have case authority and just sort of level set what we're
13 doing and what we're not doing. That's all discussed in a
14 decision by Judge Glenn called Parklex Associates, 435 B.R.
15 195. It's a case from 2010. There's also a Sixth Circuit
16 decision called 5900 Associates from 2006, 468 F.3d 326.

17 So just to be clear, I have authority to do that. And
18 I mentioned that because that's clear. What other authority I
19 have or whatever jurisdiction I have beyond that after
20 dismissal is less clear. And so I think that that's an
21 important framing of the issues today because the orders vary
22 greatly on what they provide beyond a garden-variety dismissal.

23 And so I was struck by the notion in one of the orders
24 about a liquidating trustee. So let me be clear, I think a
25 trustee is what we were fighting about. We were fighting about

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1 dismissal, Chapter 7 trustee, and a Chapter 11 trustee. And
2 you all came in. Gave arguments. We had very helpful
3 conversations. I appreciate everybody's input. And after that
4 issued a decision. And that's happened. We're not going to
5 unring that bell. So what's done is done.

6 So it is not clear to me, and indeed, I'm inclined to
7 think it is inappropriate for me to provide for a liquidating
8 trustee in a dismissal order. There's no authority provided
9 for me for that proposition, and the cases I've seen don't go
10 there. And I've been sitting on the bench for fourteen years.
11 I haven't run into such a request.

12 And so putting aside what people may agree to, and
13 there was some notion in, I believe it was, Mr. Fischhoff's
14 letter of July 15th about what the debtor would be willing to
15 do in terms of placing a lien. That's one thing where it
16 affects particular parties that maybe we can have a
17 conversation about. But again, I think liquidating the two
18 apartments is that's what a Chapter 7 trustee would do or a
19 Chapter 11 trustee would do. I don't really know of any
20 authority that I have to do that.

21 And again, I only thought it was fair, before you all
22 argued, for me to let you know where my thinking is. I'm not
23 trying to surprise anybody. And I'm happy to give you all a
24 chance to talk about your views. So with that I thought, let
25 me hear from you all. So I thought, whether the committee or

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1 the Freeman plaintiffs -- maybe we'll start with the Freeman
2 plaintiff, since I think I had requested in the order that they
3 provide an order. So it seems only fair to have them start
4 off.

5 So let me hear from you, Ms. Strickland.

6 MS. STRICKLAND: Thank, Your Honor. For the record,
7 Rachel Strickland, Willkie Farr & Gallagher.

8 So we agree, the last issue is how Mr. Giuliani is
9 going to pay the administrative freight for the case that he
10 commenced. And the discussion that Your Honor had with
11 debtor's counsel on Wednesday, it was clear that there is
12 plenty of law that the administrative claims must indeed be
13 paid. We agree that Your Honor has jurisdiction, and you can
14 condition the dismissal on whatever you want. The
15 interesting --

16 THE COURT: Well, I would just quibble with whatever I
17 want because I don't think, in life, I get whatever I want, and
18 this job is no exception. But let me throw this out to sort of
19 see if it fits in with your comments.

20 We rarely see this kind of an issue because, frankly,
21 bankruptcy professionals are very good at trying to figure out
22 how the numbers can add up, should add up where there's
23 questions about administrative insolvency. And the normal path
24 is that people say, here's the amount of money that is
25 available for payment. Maybe a secured creditor has all the

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1 value in whatever asset's being sold. And then people will
2 say, well, here's the amount of money that's available, and
3 here are the haircuts the professionals take. I'm not familiar
4 with the current state of play of what's available or not from
5 Mr. Giuliani. But I just throw that out there as the thing
6 that we most commonly see here in the court.

7 MS. STRICKLAND: So that's where I was going to start,
8 Your Honor. The very first difference between the form of
9 order that we have proposed and supported by the committee and
10 what Mr. Giuliani proposed is you will recall that when
11 estimates were thrown around on last Wednesday, debtor's
12 counsel said he doesn't have that much money. So we weren't
13 quibbling with the concept of getting blood from a stone.
14 Instead, we proposed that we look at his bank accounts, the
15 ones that are property of the estate as of July 11th, and say
16 whatever dollars are in there, in the first instance, those
17 dollars should be applied to the administrative expenses.

18 Giuliani, not surprisingly, came back in an order that
19 said, no, no, no, no, no. I'd much rather do an IOU on the New
20 York City apartment, offering no liquid assets. So we know
21 that there are liquid assets in the estate. We are not trying
22 to negotiate with a party that's not interested in negotiating
23 in good faith back with us. So we just provided, whatever it
24 is in cash, that should come right off the top and be used to
25 pay the admin. So that's, I think, our first point of

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1 departure and is very normal and customary in cases where there
2 is a dismissal.

3 As Your Honor notes, I mean, in the dismissals that I
4 see, you don't ever get to this issue because there is
5 sufficient cash to pay the admin. And that's a feature of the
6 structured dismissals that I'm familiar with. What I would --

7 THE COURT: So let me ask what was --

8 MS. STRICKLAND: -- also point out to Your Honor --

9 THE COURT: Let me just ask what your understanding
10 was of the cash that was available. Again, I'm not in the room
11 where these conversations happen, so I appreciate your
12 understanding on that.

13 MS. STRICKLAND: I don't have an understanding because
14 this is not a debtor that's remotely forthcoming. So what we
15 were proposing was statements don't lie. Pull it up, and show
16 us what the bank balance was as of July 11th on the checking
17 and savings, which are property of the estate. We're not
18 trying to overstep our bounds and go into the other exempt
19 accounts, even though I think they are dubious. But again,
20 we're trying to stay within the four walls of what is clearly
21 estate property here.

22 And so whatever it is, it is. The bank account will
23 show what the balance was. If he took a bunch of money out
24 following the hearing, it would fly in the face of my final
25 remark in the hearing on the 10th and what Your Honor and

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1 debtor's counsel said, oh, no, no, no, we're not going to move
2 anything. Of course we understand the rules that apply. So if
3 that's the case, show us the bank statements. What's ever in
4 the debtor's accounts as of that date, that should be used to
5 pay the admin. And then we only have the remainder.

6 So I think the dispute starts with should the debtor
7 have to use fair game assets of the estate, the cash, to pay
8 it. And then to the extent that we have a remainder, how is
9 the IOU dealt with. And one of the things that I would point
10 Your Honor to is the Sinker case, which is 113 B.R. 34, 1990.
11 It was a very similar case to the one that we are looking at.
12 It was a dismissal. There were administrative expenses that
13 were outstanding. And what the court ordered in that case was
14 the appointment of a trustee to liquidate just a sufficient
15 amount of the nonexempt unencumbered property to pay
16 administrative expenses.

17 And so we were asking for the exact same relief here.
18 Akin Gump and Mr. Dublin agreed to do it pro bono, which is a
19 huge benefit. And we aren't looking to, outside of bankruptcy,
20 conduct a liquidation of Mr. Giuliani's assets. We would note
21 that he himself has offered up the New York apartment. The New
22 York apartment has been on and off the market for a year. So
23 what we were proposing as a variation of that is whatever sells
24 first at reasonable value and as prudent, this limited
25 administrative trustee, which Your Honor does have the

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1 authority to appoint could, in fact, liquidate that. The
2 moment the admin is paid, there is no basis for that
3 appointment to continue. It would then conclude, and creditors
4 would do whatever creditors are going to do.

5 So that was our suggestion. But at the very least, it
6 is confusing to us why the cash, which is property of the
7 estate, is not being ordered to be used to pay administrative
8 expense claims, which were incurred by a voluntary petition
9 filed by the mayor himself. So I would break it into those two
10 pieces. Look, ultimately what the Freeman claimants want is
11 dismissal, full stop. So we don't --

12 THE COURT: Well, and again, we're not unringing the
13 bell.

14 MS. STRICKLAND: Yeah.

15 THE COURT: Just not just to be very clear, it's not a
16 negotiation. That's already been ordered. But there are, as
17 you say, consequences and appropriate ways to handle things in
18 light of the dismissal.

19 MS. STRICKLAND: Sure. So what I would say is we've
20 got the very lowest hanging fruit, which is cash in the bank
21 accounts, which you heard a representation from debtor's
22 counsel should not be moved, which should be used to pay the
23 admin. The amount is what it is. And those records, based on
24 my experience with banking, exist. So I don't know what the
25 number is --

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1 THE COURT: Okay.

2 MS. STRICKLAND: -- but it is a notable quantum.

3 THE COURT: All right. Fair enough. That's all very
4 helpful. Anything else, Ms. Strickland, before I continue to
5 circle the virtual room?

6 MS. STRICKLAND: Nope, Your Honor. Thanks.

7 THE COURT: All right. Thank you.

8 All right. So Mr. Dublin, let me hear -- I should
9 assume it's you. Let me hear from the committee. Let me say
10 it that way.

11 MR. DUBLIN: Thank you, Your Honor. Phil Dublin, Akin
12 Gump Strauss Hauer & Feld, for the committee. Your Honor, I
13 would echo every one of Ms. Strickland's statements. We
14 believe it is incumbent upon the debtor to satisfy the
15 administrative expenses that have incurred in connection with
16 the Chapter 11 case. Those really were down to the GDR fees,
17 once allowed, as well as the U.S. Trustee fees.

18 And while we are just like Ms. Strickland, uncertain
19 of the amount of cash that is currently in the estate for the
20 reasons that Ms. Strickland referenced, we do know, all of us
21 know, that there are sufficient nonexempt unencumbered property
22 that is available to satisfy all the administrative expenses.
23 And we need to ensure, or we should ensure, that those
24 administrative expenses are paid and that we're not looking at
25 an ultimate race to the courthouse in various states -- and I

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1 would appreciate if Ms. Schwartz wouldn't roll her eyes -- with
2 respect to the satisfaction of those obligations.

3 I think it's noteworthy, at a minimum, in connection
4 with the U.S. Trustee's proposed form of order, that it seeks
5 to satisfy the U.S. Trustee fees within ten days of entry of
6 the order but leaves Global Data Risk unaccounted for with
7 respect to ensuring their payments.

8 So we're about fairness here, Your Honor, in ensuring
9 that the professionals that provided services to the estate,
10 which were recognized in pleadings filed by the debtor when
11 they were looking to progress -- when the debtor was looking to
12 progress the Chapter 11 cases as providing benefits to the
13 estate, and reasons for, among other things, at the time, the
14 requested extension of exclusivity be satisfied. And we know,
15 again, that there are sufficient assets to satisfy those
16 obligations.

17 THE COURT: All right. And what I thought I would do
18 at this point is hear from the U.S. Trustee's office and then
19 let the debtor respond to everything on the table.

20 So let me hear from the UST.

21 MS. SCHWARTZ: Thank you, Your Honor. Andrea Schwartz
22 for the United States Trustee. In preparing my comments for
23 today, they've been greatly shortened by Your Honor's giving us
24 a level set of where he is, including that the bell has rung.

25 At the time we were before the Court for the argument

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1 on these motions, the Court had three options before it,
2 whether to convert the case to a Chapter 7 and have a
3 liquidating trustee dismiss the case, or appoint a Chapter 11
4 trustee. Right before the hearing, we learned that the debtor
5 agreed to dismiss the case. Your Honor had full argument on
6 both of those issues. And our position was that it was cause
7 to dismiss or convert, but the Court needed to decide what was
8 in the best interest of creditors, which on July 12th, Your
9 Honor issued the memorandum of decision, deciding that it was
10 in the best interest of creditors was to dismiss the case.

11 When Your Honor gave his precatory comments today
12 saying that you were struck by the fact that there was a
13 liquidating trustee and in the most recent version of the
14 proposed order, it's now called the liquidating agent, you can
15 imagine we were as well. There is no --

16 THE COURT: But let me ask you, how do we get the --
17 the point is that if you had a normal process here, you would
18 say you're going to pay the administrative expenses,
19 especially, and you want dismissal. Right. That's sort of
20 part and parcel. And if everybody said, well, there aren't
21 enough assets, then people talk about what to do, but there
22 clearly are significant unencumbered assets. So happily, this
23 is a problem that we don't normally have in this courthouse.
24 But we have --

25 MS. SCHWARTZ: Your Honor.

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1 THE COURT: -- in this case. So what's the U.S.
2 trustee's office view about how to deal with that problem?

3 MS. SCHWARTZ: Right, Your Honor. And first of all,
4 certainly, we agree that the Court retains jurisdiction to hear
5 the fee application and decide and on notice, and everybody can
6 comment on that and so forth. What we would think would be
7 appropriate in this case, and it seems that the debtor is
8 willing to do certain things, is that in the precatory language
9 of an order, it can say the debtor agrees to, I don't know,
10 give a lien on -- they've already offered to give a lien on the
11 proceeds of the assets of the sale. Not that the Court orders
12 it because the case is dismissed, but the debtor can certainly
13 agree to that. And that could certainly be part of an order
14 that the judge -- that Your Honor enters. I just don't
15 think --

16 THE COURT: And so is the notion -- is the notion that
17 I am granting the dismissal on this basis in light of that
18 agreement? Because I think the concern is that that agreement
19 would otherwise not be enforceable. Right. So because --

20 MS. SCHWARTZ: Well, there is another play --

21 THE COURT: -- the idea is to say -- otherwise, the
22 Court would say, we've got to find a mechanism to deal with the
23 payment of these administrative expenses. And so that
24 agreement has to be enforceable in some way, shape, or form, or
25 it's --

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1 MS. SCHWARTZ: That's right.

2 THE COURT: Right, or people are left holding the bag.

3 MS. SCHWARTZ: So another way, Your Honor --
4 certainly, we've thought about this because we agree that when
5 you have a bankruptcy case, admin is supposed to be paid as
6 part of the bankruptcy case. And in this case, it's even a
7 lesser expense to the debtor because you've got committee
8 counsel that agreed to do the case pro bono.

9 THE COURT: Yeah. No, I think --

10 MS. SCHWARTZ: So the debtor can certainly --

11 THE COURT: Wait. Let me stop because that's an
12 important point. I know there was a notion or there was a
13 reaction in court to the size of estimated fees, fee
14 application, but so was the estimated fees, and there was a
15 reaction to that that seemed to indicate the debtor thought it
16 was a large amount. It's certainly not a small amount. On the
17 other hand, the committee attorneys have been doing this pro
18 bono, and there no doubt has been a lot of work for the
19 financial advisers to the committee in trying to deal with
20 situation where, as the decision lays forth in detail, there
21 has not been the appropriate level of transparency.

22 So I know that bill is not going to be small, but it
23 could be far higher in this case if it weren't for the fact
24 that various people are serving pro bono. So that's an
25 important point to get out there because people may misperceive

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1 what's going on here.

2 MS. SCHWARTZ: Oh, agree, Your Honor.

3 THE COURT: But Ms. Schwartz, go ahead with the rest
4 of your point.

5 MS. SCHWARTZ: I have another -- I have another
6 suggestion, Your Honor. And that is the parties can enter into
7 a stipulation and then the Court can so order that. Then they
8 can put all the provisions that they want between themselves,
9 whether it's the debtor agrees to give statements of the last
10 account, et cetera, et cetera. They can agree between
11 themselves. The only problem, Judge, is that on the 12th, the
12 Freeman plaintiffs argued to you, dismiss the case and --

13 THE COURT: No, no. And they're not backing away from
14 that.

15 MS. SCHWARTZ: Oh, and what I want to add to that -- I
16 just want to add --

17 THE COURT: Again, as I understand it, they're looking
18 for, consistent with the committee, an enforceable way to deal
19 with this, the fees that should be paid. And I get that.

20 MS. SCHWARTZ: I understand that, Judge. But I just
21 want to also say, the order included all these other forms of
22 relief that weren't argued before the Court. So we're kind of,
23 like the Court, trying to see, while we understand the whole
24 concern, at least the concern is that a state-retained
25 professional gets paid for the services that are allowed by the

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1 Court. It's not to punish the debtor. It's not to exercise
2 other controls over the debtor once a case is dismissed. It's
3 just the problem or the situation of you've got a retained
4 professional and how do you get that retained professional fees
5 determined and paid for.

6 THE COURT: Yeah. I get it. I don't think there's
7 any difference of opinion on that. I think Ms. Strickland's
8 comments were pretty on the mark that way. So I think it's a
9 question about the appropriate way to have provisions
10 consistent with my appropriate authority, but have provisions
11 that meaningfully will result in the payment. And that can be
12 enforced if they're not handled the way that's being
13 represented. So that's trust but verify, a common situation
14 here in the court.

15 MS. SCHWARTZ: Well, I think there's a way to resolve
16 all the parties' concerns. Obviously, Your Honor mentioned
17 that he's been on the bench for fourteen years. You're well
18 aware of the U.S. Trustee's position on structured dismissals.
19 We don't believe it was requested, and we don't believe it's
20 warranted.

21 However, if the debtor wants to agree with the Freeman
22 plaintiffs and the committee enter into a stipulation, I think
23 they're willing to do that, Your Honor. I know you'll hear
24 from the debtor, but they're willing to do that. And then they
25 get held to it by having an order that -- having that

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1 stipulation ordered by the Court. Then they have remedies if
2 the debtor does not comply with their agreement. It doesn't
3 sound unreasonable to me, Your Honor, that the Freeman
4 plaintiffs and the committee would like to know what are the
5 assets that are available and --

6 THE COURT: Look, no, I think I got it.

7 MS. SCHWARTZ: Okay.

8 THE COURT: All right. Anything else, Ms. Schwartz?

9 MS. STRICKLAND: Your Honor, may I be heard for one
10 more minute?

11 THE COURT: Sure. Well, let me ask -- let me make
12 sure.

13 Ms. Schwartz, are you done with your comments?

14 MS. SCHWARTZ: I think so, Your Honor. I think you
15 said you got it, and I think I got it out there.

16 THE COURT: All right. Yes, Ms. Strickland.

17 MS. STRICKLAND: Thank you, Your Honor. I think the
18 part where we depart from Ms. Schwartz is the case is not
19 dismissed. We are not living in the aftermath of a Chapter 11.
20 Sitting here today, dismissal --

21 THE COURT: Yeah, but again, you had me at hello about
22 what you're trying to do and your initial comments. The
23 problem is that the order reads like a Chapter 7 trustee.
24 We're talking about a liquidating trustee over not only the New
25 York apartment, but the Florida apartment. Those are the two

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1 assets in the case. I mean, it reads like a Chapter 7 case.

2 Again, I understand what you're trying to accomplish.

3 But as I say in a lot of cases, I don't have a magic equity

4 wand. I have to be able handle these things in a way

5 consistent with my jurisdiction and hear the facts on the

6 ground are a dismissal. And so that's what I'm trying to

7 navigate. I understand everybody's operating in -- I

8 understand you're operating in good faith, the U.S. Trustee's

9 operating in good faith, and try to figure out what that looks

10 like, but that is the challenge.

11 MS. STRICKLAND: Understood. Your Honor, the only

12 point I wanted to make and the fact that we are sitting in

13 Chapter 11 at this moment until the entry of the order is that

14 there is no doubt that Your Honor has jurisdiction over the

15 assets of the estate. The assets of the estate include cash

16 and two apartments. So I guess I would quibble with the notion

17 that if this is not done with the consent of the debtor for a

18 stipulation that Your Honor does not have the authority to do

19 this, I believe you very much do and in fact cited a case where

20 this exact thing was done as a basis for -- as a mechanism for

21 dealing with the admin.

22 THE COURT: I haven't had a chance to look at that

23 case. I don't think anybody cited me any cases in the

24 submissions that I got. But I understand and appreciate your

25 recitation --

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1 MS. STRICKLAND: Certainly.

2 THE COURT: -- what's in there.

3 MS. STRICKLAND: And the only reason we didn't argue
4 it is because as Your Honor knows, this issue came up at the
5 very end of the hearing, and we were directed to work it out
6 offline, which we all endeavored to do.

7 THE COURT: Yeah.

8 MS. STRICKLAND: And the purpose of today was in fact
9 to argue this point.

10 THE COURT: Yeah.

11 MS. STRICKLAND: So we didn't spring it on anyone. We
12 followed the procedure. Thank you, Your Honor.

13 THE COURT: I understand it. I mean, I understand.
14 Life doesn't cooperate sometimes with our best laid plans. So
15 it's fine. That's my day job is to deal with that. So I don't
16 begrudge anybody being here to get this resolved.

17 So I'm not sure if it's Mr. Berger or Mr. Fischhoff.
18 Let me hear from you.

19 MR. FISCHOFF: Yes, Judge. Gary Fischhoff on behalf
20 of the debtor. So there was an effort made by the debtor and
21 the Freeman parties as well as the creditors committee to
22 resolve this. And although was caught off guard by the size of
23 the number announced in court on the 12th or the 10th, the
24 debtor recognizes that that's a number that has to be paid once
25 the fee application is filed and it's established the basis for

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1 that. So that's not the issue today.

2 The issue is the committee and the Freeman plaintiffs
3 want to denude the debtor of every liquid asset or cash on hand
4 that the debtor needs to operate going forward. The debtor
5 had --

6 THE COURT: So let me frame the issue this way. The
7 to the extent that you and your client feel restricted and you
8 feel like somebody is trying to do something inappropriate, you
9 hold the keys to solving this problem. Right. So I don't
10 know, and it sounds like people don't know, what amount is in
11 the accounts and what is liquid. That's something everybody,
12 frankly, should know at this point in this case.

13 And if you're trying to pay the administrative
14 expenses, if there is a way to do that and you present it to
15 me, then that's what signed in the order. What I understand
16 this to be is the default mechanism because people can't get to
17 that point. And so it's --

18 MR. FISCHOFF: Well --

19 THE COURT: -- further than the U.S. Trustee wants to
20 go because I think if I appoint a liquidating trustee, it's
21 hard to imagine that that person isn't sort of under the
22 supervision of that order, and there's the rub. But it's a
23 solvable problem. And so the question is what are the terms
24 under which you want to solve it.

25 MR. FISCHOFF: Well, I thought the debtor's

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1 willingness to have Global or the creditors committee, I'm not
2 sure, have a lien on the proceeds from the sale of the New York
3 apartment, which is actively being marketed. I don't know what
4 took place a year ago, but Sotheby's was recently approved in
5 the bankruptcy. And they want to continue with the listing. I
6 understand there's been a little action. No result yet. Maybe
7 there's maybe the debtor and Sotheby's have to consult about a
8 little bit of a price reduction in order to get --

9 THE COURT: But why should people have to --

10 MR. FISCHOFF: -- more (indiscernible) --

11 THE COURT: But wait a minute. Why should people have
12 to wait if they are, in fact, liquid assets in an account
13 somewhere? So --

14 MR. FISCHOFF: Well --

15 THE COURT: -- if the thought is Judge, we don't want
16 people to go mucking around in that, you can do what folks in
17 bankruptcy court do all the time, which is essentially make an
18 offer. We'll pay this much in cash, and we'll do this like --
19 that's the conversation that I'd hoped was going to occur.

20 MR. FISCHOFF: There were negotiations. There were
21 negotiations.

22 THE COURT: So yeah, but I mean, if you don't reach a
23 conclusion, then I don't know how -- I don't have to muck
24 around in the details because the idea that the liquid assets
25 that are available to pay the administrative expenses, which

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1 could be much higher, are why there wouldn't be paid for to pay
2 the whatever the approved fees would be. I mean, that's the
3 regular way of doing this. So I'm trying to really stick to
4 the regular way of wrapping up a Chapter 11 case that's being
5 dismissed. So that's my goal. So if the debtor has certain
6 issues and certain ways it wants things to unfold, it's a very
7 much help-me-to-help-you situation, where, again, I don't know
8 that there's any justification for not paying liquid assets
9 that are available.

10 And so maybe you say, well, the debtor needs a certain
11 amount to live or whatever. That's fine. But right now, the
12 only thing that I understand that's been presented to me is the
13 offer of a lien on the property, which someday will be sold. I
14 don't know when that's going to be. I have this case that
15 people want to dismiss today. And so I don't know that a wait
16 forever to pay an administrative expense in this case that
17 everybody wants to dismiss today is sort of consistent with the
18 regular practice.

19 MR. FISCHOFF: Well, Judge, so there was discussions
20 about a payment as well as the balance to be paid from the
21 proceeds. Unfortunately, I mean, I can't --

22 THE COURT: No, I know you didn't reach a conclusion.
23 I don't know what --

24 MR. FISCHOFF: We didn't reach the conclusion, but --

25 THE COURT: I don't want to know what the negotiations

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1 are but --

2 MR. FISCHOFF: But the (indiscernible) --

3 THE COURT: But wait. But I would urge you and your
4 client to think very clearly about what the alternative is,
5 which is we're going to spend more time and money trying to
6 figure this out. And so the only thing I have in front of me
7 is Judge, we're going to deal with that in a lien someday when
8 the apartment's sold. In any case, that would strike me as,
9 well, that seems odd, and why are we doing that. Aren't there
10 other alternatives? That just does -- now, again, the devil's
11 in the details, but that seems to me something's not answering
12 the mail.

13 So it's twenty after 12. I'm happy to give you all a
14 chance to have a conversation in light of what we talked about
15 today but that focuses on what the liquid assets are that can
16 be paid right now and then whatever else people can agree to.
17 It is in everyone's best interest to get to yes, but it'll get
18 paid eventually someday, whenever that apartment is sold, which
19 I have no control over. And so that seems inappropriate
20 because the case is going to be dismissed now. So I have to
21 deal with the administrative expenses now. And so I have to do
22 that to the best of my ability.

23 So I would suggest that people think about what the
24 alternatives are that are far less preferable. And because
25 then we're going to have to figure out what the assets are to

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1 pay the administrative expenses. So I would strongly suggest
2 to do what parties do well here, what attorneys are
3 particularly good at in bankruptcy, is to have a discussion and
4 try to reach a sensible solution.

5 So I don't think I can give you the Zoom because I
6 think the Zoom may have other people on it. You can all set up
7 your own Zoom and have a conversation. But I can keep this
8 open and come back in, say, fifteen minutes and see where you
9 are. But again, I'm trying to --

10 MR. FISCHOFF: How about an hour, Judge?

11 THE COURT: What's that?

12 MR. FISCHOFF: How about an hour? I need to reach my
13 client. I don't know if he's available immediately. Can we
14 make it an hour?

15 THE COURT: Well, I can do an hour, if that works for
16 other folks.

17 MS. STRICKLAND: Your Honor, it works for us as well.
18 I guess the question I would ask, since we did have a lot of
19 conversations about quantum, is can debtor's counsel represent
20 how much cash is in the -- are in the debtor accounts?

21 THE COURT: Well, I think --

22 MR. FISCHOFF: I can't (indiscernible).

23 THE COURT: -- that -- I think that's one way to go.
24 The other is to make it an offer that's good enough for people
25 to say, I can live with that. And whatever else I might ask

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1 you to say, again, I'm not going to -- I don't want to get in
2 anybody's kitchen in terms of trying to figure out what the
3 negotiations are, but there's lots of ways to skin a cat.

4 But again, the alternative is to make this my problem,
5 to figure this out. And so the U.S. Trustee's office has
6 concern about a liquidating trustee. I do as well. I haven't
7 read that case. I'm happy to read it in the break. But if you
8 don't go that route, you go the route of, well, the judge is
9 going to figure it out now.

10 And so I don't know. The way to do that is to say
11 what are the assets. So what are you -- how are you going to
12 pay this. And so we're going to spend a lot of time and money
13 on that, money that can be better spent, frankly, paying the
14 administrative expenses to get the case dismissed, which is the
15 result that your client, the debtor, wants. That's the result
16 other parties want as well, but it is what the debtor wants.

17 So I'm happy to give an hour. We can round it to
18 1:30, and we can hop back on the Zoom. But again, just be
19 practical. Think about what the alternatives are. The
20 alternatives are a lot of time -- the whole point of dismissal,
21 as I understand it and is sort of clearly, I think, reflected
22 in the decision is, is what I understood from you all is we
23 need to move on, Judge.

24 And so if we can't resolve this issue, we can't move
25 on. And so then the dismissal is a Pyrrhic victory. And so I

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1 strongly urge people to think about what the alternatives are,
2 and they're not good.

3 So I'll give you an hour, and I will log back on at
4 1:30. And I appreciate your efforts. And in the meantime, I
5 shall read the case that's been cited.

6 So anything else before we take a break?

7 MR. FISCHOFF: Just one question. It's going to be
8 the same password to log back in at 1:30?

9 THE COURT: Same Zoom session.

10 MR. FISCHOFF: Okay.

11 THE COURT: Okay. Fair question.

12 Anybody else?

13 All right. Thank you all very much. Sorry to further
14 impose on your time this afternoon, but hopefully this will be
15 productive. Thank you very much. See you soon.

16 MS. STRICKLAND: Thank you, Your Honor.

17 (Recess from 12:18 p.m., until 1:38 p.m.)

18 THE COURT: (Audio begins midsentence) -- Lane in the
19 United States Bankruptcy Court for the Southern District of New
20 York and to continue this morning's hearing in the Rudolph
21 Giuliani case. And I think I see all the same individuals on
22 the Zoom line as were here this morning. So I think we can
23 proceed by getting sort of an update. I'm not sure who the
24 right person to ask for that update is.

25 MS. STRICKLAND: I'm happy to, Your Honor.

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1 THE COURT: Please.

2 MS. STRICKLAND: So Your Honor, we haven't made really
3 any progress because the moment we hung up, we said, can you
4 tell us how much cash we're dealing with.

5 The debtor, I think, three minutes ago sent us one
6 statement for a bank account, which showed that since the
7 discussion we had with Your Honor, an account went from
8 approximately 60,000 dollars in cash to about half that much.
9 The New York expenses for the condo of 14,000 dollars went out
10 on -- that check was cashed on July 12th. A 25,000 dollar
11 Florida fees paid also since that time. There are expenses
12 from Milwaukee where the RNC convention is. That the wire
13 transfer of the 25,000 to the Southlake Condo Association was
14 made by wire on July 15th. And then there are a variety of
15 other marketing firm expenses, Amazon, Apple, you name it, all
16 relatively small charges. But about half of the debtor's cash
17 in this one account alone has been dissipated since we were
18 last before you on Wednesday the 10th.

19 And on top of that, we requested all of the other bank
20 accounts. And while debtor's counsel characterized the amounts
21 as "small", through no fault of debtor's counsel, they don't
22 have the information either.

23 So I think that is why, at least as far as our
24 proposal on behalf of the Freeman plaintiffs, we suggest that
25 Your Honor order that what was in the accounts as of July 11th,

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1 that amount be required to be paid to GDR. And then Your
2 Honor, on behalf of my clients, we would just accept dismissal
3 effective immediately. And we'll go about our business as
4 other applicable law permits. But the debtor, I think, is up
5 to up to Giuliani shenanigans yet again.

6 THE COURT: All right. Mr. Dublin.

7 MR. DUBLIN: Well, Your Honor just heard from Ms.
8 Strickland is actually worse than I think than the debtor had
9 originally proposed, which was giving a lien on the shares of
10 the New York apartment. We don't need to rehash all the
11 arguments that were made. Ms. Strickland has obviously changed
12 her position. Obviously, it suits the pecuniary interests of
13 her client, which we've already talked about the respect and
14 admiration we have for her clients.

15 But this is an issue of satisfying the administrative
16 expenses and the benefits that were obtained by the estate for
17 the services provided by the committee's professionals, which
18 we believe appropriate provisions in a dismissal order need to
19 be included to ensure that those amounts are satisfied. And
20 unfortunately, we've had no discussions with debtor's counsel
21 since we hung up with Your Honor following this morning's
22 session, and we find ourselves in the same spot we were in.

23 THE COURT: All right. Ms. Schwartz, anything from
24 the U.S. Trustee's office before I hear from the debtor?

25 MS. SCHWARTZ: Nobody contacted us, Judge. But we're

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1 hearing it live here now, so these are the same --

2 THE COURT: All right.

3 MS. SCHWARTZ: It's the same -- we're at the same
4 place, Your Honor, as we were --

5 THE COURT: Got it.

6 MS. SCHWARTZ: -- when Your Honor gave the parties a
7 chance to try to find a resolution.

8 THE COURT: All right. Let me hear from debtor's
9 counsel.

10 MR. BERGER: Yeah, Your Honor. Heath Berger. Your
11 Honor, we got off. We got in touch with the debtor as quick as
12 we could. Not always sometimes the easiest thing to get in
13 touch with the debtor. We did. We were able to get the one
14 bank statement, which is his main checking account, which we
15 did. As soon as we got it, I reached out to Ms. Strickland.
16 We sent it out to her.

17 The only issue I have with Ms. Strickland's proposal
18 is some of the money out of that account since the filing was
19 used to maintain the Florida condo, which is obviously an asset
20 I'm sure Ms. Strickland would like to be maintained going on
21 down the road but --

22 THE COURT: Well, that's nice, but it won't --

23 MR. FISCHOFF: Yeah.

24 THE COURT: -- be an asset maintained in the
25 bankruptcy.

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1 MR. DUBLIN: I understand.

2 THE COURT: So here's the problem. Everyone knew this
3 issue was going to come up today. Right. So this notion that
4 nobody has a fallback position or has thought about what the
5 next steps are is frankly unbelievable and uniquely unhelpful.

6 And so I understand, Ms. Strickland, in the interest
7 of her client, is interested, as she should be, in getting a
8 dismissal right away, regardless of other considerations
9 because that's frankly the right thing to do for our clients.
10 I understand also Mr. Dublin's not there, particularly because
11 these are professionals that were retained by the committee.
12 And so I understand that.

13 And frankly, I'm a patient man, but there are several
14 ways to do this. And I've been trying to really be reasonable
15 and trying to encourage and appropriately prompt an efficient
16 way to do this. But there are ways to do this include
17 requiring your client to come and sit in that witness box over
18 there and have a discussion about the available liquid assets
19 that can be used to pay these professionals.

20 So does your client want to do that?

21 MR. FISCHOFF: Your Honor, no. Your Honor, we kind of
22 indicated that we would turn over. And if Your Honor ends up
23 with whatever the Court awards, we're still okay with them
24 putting the lien --

25 THE COURT: But I don't know what to order to turn

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1 over because nobody's told me what there is.

2 MR. FISCHOFF: We will provide to Ms. Strickland --

3 THE COURT: So I mean, listen, it's the same song over
4 and over again that was laid out in the decision. But again,
5 even a dismissal, which your client wants, you can't get out of
6 your own way. So this can go -- I have a jurisdictional basis
7 for requiring transparency into the assets as to getting this
8 dismissal appropriately effectuated.

9 So if your client persists in this course of action,
10 which is essentially to stick his head in the sand, there are a
11 lot of bad things that can happen, or a lot -- let me rephrase
12 it. There are a lot of things that your client doesn't want to
13 happen will happen. But again, your client holds the key. So
14 none of this is a surprise. So I don't want to hear he's hard
15 to get in touch with. I don't want to hear any of this is a
16 surprise. People have been trying to get all this kind of
17 information for many months.

18 So I'm going to ponder what I'm going to do, and you
19 should ponder what you're going to do. And so you're going to
20 give me an update, tomorrow, twenty-four hours. Actually,
21 we'll make it at high noon. That's appropriately theatrical.
22 And you're going to give me an update. And then I'm going to
23 decide what order I want to enter and what that looks like.
24 And I still have jurisdiction. I can dismiss the case. I can
25 retain jurisdiction as it pertains to finding out what the

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1 assets are that are available to pay the administrative
2 expenses in the case. And I can even decide that there will be
3 a dismissal, but that's all conditioned upon this and that we
4 need to figure that out.

5 There's a lot of ways for this to go. And a lot of
6 them are the exact things that your client doesn't want to have
7 to do, and that's why your client wants a dismissal. But this
8 isn't complicated nor is it unexpected nor is it unusual. So
9 I'm really at a loss. So I strongly, strongly urge you and
10 your client to sit down and figure out what you really want the
11 end game to look like here so --

12 MR. FISCHOFF: Understood, Your Honor.

13 THE COURT: All right. So I have lots of different
14 versions of different orders. I think I have everybody's view.
15 And we'll see where we end up.

16 So I would like -- first of all, I'm going to direct
17 that by no later than 11 o'clock tomorrow that there is an
18 update provided to the other interested parties by debtor's
19 counsel, and that includes the Freeman plaintiffs, the
20 committee, and the U.S. Trustee's office. You can do it by
21 email. You can do it -- I mean, in a perfect world, people
22 would be talking. We obviously don't live in a perfect world.

23 And then by noon, I want an update. It can be filed
24 on the docket. And then I'll ponder what the appropriate steps
25 forward are.

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1 So with that, is there anything further from the
2 Freeman plaintiffs?

3 MS. STRICKLAND: Your Honor, I just want a
4 clarification in terms of are we having a -- is this being
5 adjourned, and we're having a hearing at noon tomorrow. We are
6 available if that is what Your Honor is --

7 THE COURT: No, no. I'm not requiring anybody to be
8 available for hearing tomorrow. I, frankly, don't know what
9 the appropriate next steps are. Like you all are doing, I'm
10 considering my options. And so chambers will reach out if
11 there's a need for an additional hearing.

12 So I suppose there potentially could be, depending on
13 what update I'm given tomorrow, but I'm not requiring anybody
14 to be available tomorrow afternoon. I'm just requiring the
15 update. So I appreciate the question. It's understandable.
16 But no, don't change your plans for me. And I will, certainly,
17 and chambers, we'll figure out -- we'll figure out next steps
18 and then figure out if that includes getting together but --

19 MS. STRICKLAND: Thank you.

20 THE COURT: Mr. Dublin, anything from the committee?

21 MR. DUBLIN: Nothing further, Your Honor. Thank you
22 for your time today.

23 THE COURT: All right. And from the U.S. Trustee's
24 office?

25 MS. SCHWARTZ: No, thank you, Your Honor.

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1 THE COURT: All right. And from the debtor?

2 MR. FISCHOFF: No, Your Honor. Thank you.

3 THE COURT: All right. Thank you very much. Have a
4 good afternoon.

5 (Whereupon these proceedings were concluded at 1:49 PM)

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I N D E X

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C E R T I F I C A T I O N

I, River Wolfe, certify that the foregoing transcript is a true
and accurate record of the proceedings.



River Wolfe (CDLT-265)

TTA-Certified Digital Legal Transcriber

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Date: July 19, 2024

July 17, 2024

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